

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 20		
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE20-03-P-0339</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003APR17</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA5</div>			
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B PHYLLIS LINGAFELTER (309)782-3625 ROCK ISLAND IL 61299-7630 EMAIL: LINGAFELTERP@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) <div style="border: 1px solid black; padding: 2px;">DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT AVE NW GRAND RAPIDS MI 49504-5352</div>			CODE <div style="border: 1px solid black; padding: 2px;">S2303A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)</div>		
9. CONTRACTOR <div style="border: 1px solid black; padding: 2px;">TOUCHSTONE SYSTEMS AND SERVICES L C 1817 PORTER STREET SW WYOMING MI 49509</div>			CODE <div style="border: 1px solid black; padding: 2px;">OYMJ2</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMAN-OWNED</div>			
NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Other Small Business Performing in U.S.</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;"></div>		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>							
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY <div style="border: 1px solid black; padding: 2px;">DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266</div>				CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER <div style="border: 1px solid black; padding: 2px;">DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/></div>												
THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.												
Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.												
furnish the following on terms specified herein.												
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: </div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>												
FMS REQUIREMENT												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL \$65,605.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

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3 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

ACCOUNTABILITY OF THE M130 DISPENSER, NSN: 1095-01-036-6886, P/N: 9311430 FURNISHED AS GOVERNMENT FURNISHED EQUIPMENT (GFE) UNDER PURCHASE ORDER # DAAE20-02-P-0121 IS HEREBY TRANSFERRED TO DAAE20-03-P-0339.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 6625-01-048-9677 FSCM: 19200 PART NR: 9325901 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: M92 TEST SET PRON: J53A2G02M1 PRON AMD: 01 ACRN: AA AMS CD: YWJ003 FMS CASE IDENTIFIER: KS-B-YWJ <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 BKSLS5422189003A BA3YWJ L BKSL00 3 <u>PROJ CD</u> <u>BRK BLK PT</u> BKS003 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 17-NOV-2003 FOB POINT: Destination SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: OFFICER IN CHARGE SAP TRANSFER BR US ARMY PORT PUSAN MF ROKA TRANSPORTATION BASE DEPOT APO AP 96259 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0339/0000	1	SE	\$ 12,500.00000	\$ 12,500.00
0002	NSN: 6625-01-048-9677 FSCM: 19200 PART NR: 9325901 SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u>	1	SE	\$ 12,500.00000	\$ 12,500.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: M92 TEST SET PRON: J52A2A08M1 PRON AMD: 01 ACRN: AB AMS CD: UUX002 FMS CASE IDENTIFIER: CO-B-UUX</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BCOA9521909003A DXUUX L DCOA00 1 PROJ CD BRK BLK PT DCOA00 DEL REL CD QUANTITY DEL DATE 001 1 17-NOV-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: USMILGP AFSEC USMILGP COLOMBIA UNIT 5137 APO AA 34038-0008</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0339/0000</p>				
0003	<p>NSN: 6625-01-048-9677 FSCM: 19200 PART NR: 9325901 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M92 TEST SET PRON: WG3A2P07M1 PRON AMD: 01 ACRN: AC AMS CD: 14300832038</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	2	SE	\$ 12,500.00000	\$ 25,000.00

Name of Offeror or Contractor: TOUCHSTONE SYSTEMS AND SERVICES L C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H093065T996A Y00000 M 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 16-NOV-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0339/0000				
0004	NSN: 6625-01-049-0828 FSCM: 19200 PART NR: 9325900 SECURITY CLASS: Unclassified				
0004AA	<u>PRODUCTION QUANTITY</u> NOUN: M91 TEST SET PRON: J53A2G01M1 PRON AMD: 01 ACRN: AD AMS CD: YWJ004 FMS CASE IDENTIFIER: KS-B-YWJ <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 BKSLS422189004A BA3YWJ L BKSL00 3 <u>PROJ CD</u> <u>BRK BLK PT</u> BKS003 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 17-NOV-2003 FOB POINT: Destination SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: OFFICER IN CHARGE SAP TRANSFER BR US ARMY PORT PUSAN MF ROKA TRANSPORTATION BASE DEPOT APO AP 96259	1	SE	\$ 15,605.00000	\$ 15,605.00

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5	252.225-7008	BS6701, SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY WAS DELETED 15 APR 03	MAR/1998
	DFARS	WITHOUT REPLACEMENT	

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6

52.210-4501
TACOM-RI

DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9325900/9325901 with revisions in effect as of (except as follows):
USE IPC-4101 IN PLACE OF MIL-S-13949/4. USE MIL-PRF-39017/2 IN PLACE OF MIL-R-39008/2. USE ANSTI-J-001 IN PLACE OF MIL-STD-2000.

(CS6100)

7

52.248-4502
TACOM RI

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

8

52.211-4501
TACOM-RI

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15DEC99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: A
Quantity Per Unit Package: 001
SPI Number: P9325900, DATED 14MAR90

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping

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containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS:
DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE PPP-B-636 AND REPLACE WITH ASTM D5118/ASTM D1974.

ALL MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MMANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNDR PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLETT MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLETS.

(End of clause)

(DS6411)

INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
10	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
11	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
() QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13DEC2000	EXCLUDE PARAS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2
() QUALITY SYSTEMS - MODEL FOR QA	ISO 9001	18JUL94	UNTAILORED

(End of clause)

(EF6002)

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12 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

13	52.242-15	STOP-WORK ORDER	AUG/1989
14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-34	F.O.B. DESTINATION	NOV/1991
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

18 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

19	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
20	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
	DFARS		
21	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is LINGAFELTERP@RIA.ARMY.MIL. The data fax number for submission is (309)782-6346, ATTN: PHYLLIS LINGAFELTER.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

22	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
	DFARS		

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
	(2)	(3)	Company (4)	Address (4)	Part No. (5)	(6)
_____	_____	_____	_____	_____	_____	_____

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- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

23	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

24	52.202-1	DEFINITIONS	DEC/2001
25	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
32	52.232-1	PAYMENTS	APR/1984
33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
34	52.232-11	EXTRAS	APR/1984
35	52.232-25	PROMPT PAYMENT	FEB/2002
36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
37	52.233-1	DISPUTES	JUL/2002
38	52.243-1	CHANGES - FIXED PRICE	AUG/1987
39	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
40	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
41	52.248-1	VALUE ENGINEERING	FEB/2000
42	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
45	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
46	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
47	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
48	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
49	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
50	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
51	252.225-7031	IA0654 WAS DELETED 15 APR 03 AND REPLACED BY KA0502, SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
52	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
53	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
54	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
55	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
56	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

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(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

57 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

58 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

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(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

59 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423 (CDRL)		001	